

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Monday, January 31, 2022, 3:00 p.m.
GIAA CONFERENCE ROOMS 1 & 2**

1. CALL TO ORDER AND ATTENDANCE

The January 31, 2022 regular meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam ("GIAA" or the "Authority") was called to order by Chairman Bamba at 3:01 p.m. at the GIAA Terminal Conference Room #3, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Brian J. Bamba (Via VTC)
Gurvinder Sobti
Donald I. Weakley
Lucy M. Alcorn (Via VTC)
Rosie R. Tainatongo

Offices or positions:

Chairman
Vice Chairman
Board Secretary

Directors Absent:

Doyon A. Morato (Excused)

GIAA Officials:

John M. Quinata
Artemio R. Hernandez, Ph.D.
Jean M. Arriola
Juan Reyes
Antoniette Bautista

Executive Manager
Deputy Executive Manager
Airport Services Manager
Air Terminal Manager
Acting Comptroller

William Brennan (Via VTC)
Frank R. Santos

Arriola Law Firm, GIAA Legal Counsel
TMG, GIAA Consultant

Chairman Bamba welcomed Airport tenants, stakeholders, and members of the public who are noted in a sign-in sheet attached to these minutes.

2. APPROVAL OF AGENDA

On motion duly made by Secretary Weakley, seconded by Director Alcorn, the following resolution was unanimously passed via roll call vote:

Resolution No. 22-13

The Board hereby approves the agenda of the January 31, 2022 regular meeting, as presented.

3. APPROVAL OF MINUTES

A. December 16, 2021 - Regular Meeting

On motion duly made by Director Weakley, seconded by Director Tainatongo, the following resolution was unanimously passed via roll vote:

Resolution No. 22-14

The Board hereby approves the minutes of the December 16, 2021 regular meeting, subject to corrections.

4. CORRESPONDENCE

Executive Manager Quinata advised there was no Correspondence to report.

5. OLD BUSINESS

Executive Manager Quinata advised that Mr. Frank Santos, GIAA Consultant, will present the Old Business items for the Boards consideration.

A. Rehabilitate Runway 6L/24R Phases 1a and 1b – Change Order No. 4

Mr. Santos informed the Board that the referenced change order is in connection with contract No. GIAA-20-02 (C), with Hawaiian Rock Products Corporation in the amount of \$219,042.94. Said change order will compensate the Contractor for the overhead cost due to a concrete slab over a waterline under the runway. In addition to overhead costs, there will be a time extension of eighty-one (81) days, bringing the completion date to April 22, 2022. Change Order No. 4 is subject to FAA approval.

Chairman Bamba inquired if GIAA was able to foresee the waterline issue. Mr. Santos replied that the impact of the waterline was not known until the demolition portion of the project, which then required the designer of record to revisit the project. In addition to the impact of the waterline, COVID-19 exposures also contributed to the delay in the construction schedule.

After further discussion, on motion duly made by Secretary Weakley, seconded by Director Tainatongo, the following resolution was unanimously approved via roll call vote:

Resolution No. 22-15

The Board hereby approves Change Order No. 4, for Rehabilitate Runway 6L/24R Phases 1a and 1b, in the amount of \$219,042.94, and a time extension of eighty-one (81) calendar days to Hawaiian Rock Products Corporation, subject to FAA approval.

B. Rehabilitate Runway 6L/24R Phases 1a and 1b – Work Order No. 5

Mr. Santos informed the Board that the referenced work order is in connection with change

Order No. 4. Due to the time extension referenced under Change Order No. 4, extension of CM Services contract with SSFM International, Inc. is also presented for Board consideration. Said Work Order No. 5 is in the amount of \$530,000.00, and subject to FAA concurrence. The time extension for CM Services coincides with construction schedule of four (4) months, with an additional one (1) month for post-construction work.

After further discussion, on motion duly made by Secretary Weakley, seconded by Vice Chairman Sobti, the following resolution was unanimously approved via roll call vote:

Resolution No. 22-16

The Board hereby approves Work Order No. 5 for Construction Management Services for Rehabilitate Runway 6L/24R Phases 1a and 1b, in the amount of \$530,000.00 to SSFM International, Inc., subject to FAA approval.

C. International Arrivals Corridor – Supplemental Agreement No. 2

Mr. Santos presented Supplemental Agreement No. 2 relative to the Terminal Building Structural Upgrade and Concourse Isolation project, and contract with Black Construction Corporation (Contractor). The referenced Agreement is based on Change Order No. 19, previously approved by the Board of Directors at the March 25, 2021 Board meeting. As a condition of Contract Change Order No. 19, the Contractor's Overhead fees in the amount of \$8,812,530.00 shall be executed as a modification to the Contract subject to availability of funds.

Pursuant to referenced Supplemental agreement, the amount of \$8,812,530.00 will be identified by GIAA for project closure. Chairman Bamba asked for confirmation on conclusion of project. Mr. Santos assured the Board that no further modifications shall be made to this contract.

Ms. Antoniette Bautista informed the Board that the funding source identified is Unrestricted Reserves.

After further discussion, on motion duly made by Secretary Weakley, seconded by Director Alcorn, the following resolution was unanimously approved via roll call vote:

Resolution No. 22-17

The Board hereby authorizes Management to execute Supplemental Agreement No. 2 for the Contractor's Extended Overhead Claim under Terminal Building Structural Upgrade and Concourse Isolation Project, in the amount of \$8,812,530.0, from Unrestricted Reserves as a funding source.

6. NEW BUSINESS

A. Ratification of FAA Grant Agreement No. 115 – Concessions Rent Relief Airport Rescue Grant

Deputy Executive Manager Hernandez presented FAA Grant Agreement No. 115, Concessions Rent Relief Airport Rescue Grant for ratification by the Board. The Grant Agreement is reimbursable in the amount of \$1,585,676.00. Discussion followed relative to the utilization of the funds, with the Deputy Executive Manager stating that the funds will reimburse GIAA for the relief that was provided to MAG tenants due to COVID-19.

After further discussion, on motion duly made by Secretary Weakley, seconded by Director Tainatongo, the following resolution was unanimously approved via roll call vote:

Resolution No. 22-18

The Board hereby ratifies the Executive Manager and Legal Counsel's execution, and acceptance of the FAA Grant Agreement, Concessions Rent Relief Airport Rescue Grant – 3-66-0001-115-2022, in the amount of \$1,585,676.00.

B. Approval of Legal Invoices – Calvo Fisher & Jacob, LLP: DFS Guam L.P. – For the Month of November 2021

The next item discussed was invoices from Calvo Fisher & Jacob, LLP (CFJ) relative to legal services incurred in November, 2021. Pursuant to GIAA's legal services contract with CFJ, services relating to general matters that exceed a monthly amount \$10,000.00, Board approval is required. Deputy Executive Manager Hernandez informed the Board that GIAA received invoices from CFJ for general matters in the amount of \$13,788.98 for the month of November, 2021.

After further discussion, on motion duly made by Secretary Weakley, seconded by Director Alcorn, the following resolution was unanimously approved via roll call vote:

Resolution No. 22-19

The Board hereby authorizes the Authority to issue payment to Calvo Fisher & Jacob, LLP for legal fees incurred in November 2021 pertaining to general matters that exceed the monthly cap of \$10,000.00, in the amount of \$3,788.98.

7. REPORT OF THE EXECUTIVE MANAGER

Reference is made to the Executive Manager's Report included as part of the Board's packet, which was presented by Executive Manager Quinata. The report included brief updates on Airport operations, CIPs and Regulatory updates.

Secretary Weakley requested that Management provide numbers of enplaned passengers. Executive Manager announced that numbers declined.

Chairman Bamba congratulated Management on a successful ribbon cutting for the International Arrivals Corridor. The Chairman went on to announce the departure of Director Belanger from the Board of Directors and the nomination of Mr. Jesse Garcia to the GIAA Board of Directors.

The Chairman recognized the hard work of Ms. Antoniette Bautista, taking on the Acting Comptroller role, after the retirement of Mr. John Rios.

Chairman Bamba congratulated all employees that received awards at the recent employee recognition event, and thanked Management for their stewardship and dedication to development of employees. Director Alcorn and Director Tainatongo congratulated the awardees.

8. REPORT OF THE COMPTROLLER

Ms. Antoniette Bautista, Acting Comptroller reported on the revenues and expenses of the Authority as of **December 31, 2021**. Ms. Bautista reported that year-to-date Total Signatory Revenues are below budgeted revenues by **58.8%**, year-to-date Total Concession Revenues and Passenger Facility Charges are below budget by **65.5%** and **79.0%**, respectively. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airline revenues are below the budget estimate by **23.0%**. Year-to-date Total Operating Revenues Actual of **\$6.4M** is **52.8%** below the budget estimate of **\$13.5M**. Year-to-date Total Operating Expenses are below budget by **20.7%**. Components of this line item include a **18.7%** decrease in Personnel Service, a **22.7%** decrease in Contractual Services, a **25.8%** decrease in Materials & Supplies and a **100.0%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories. The actual year-to-date Net Revenues from Operations of **\$-2.7M** reflects a decrease of **228.5%** over the year-to-date budgeted amount of **\$2.1M**. Ms. Bautista reported that the year-to-date Debt Service Coverage is at **0.35** versus the requirement of **1.25**.

A brief discussion on an increase in enplanements, and expenditures then took place. Chairman Bamba inquired on the \$15M ARPA funding. Deputy Executive Manager Hernandez replied that the funding is anticipated to be received February 2022.

Deputy Executive Manager Hernandez added, that the Audit should be expected at the next Board meeting.

9. EXECUTIVE SESSION

There was no Executive Session.

10. PUBLIC COMMENTS

There were no Public Comments.

11. ADJOURNMENT

Motion to adjourn duly made by Director Alcorn, seconded by Director Tainatongo; motion unanimously passed. The meeting was adjourned at 3:52 p.m.

Dated this 9th, day of March, 2022.



Brian J. Bamba
Chairman

Attest:



Donald I. Weakley
Board Secretary

Prepared and Submitted By:



Amanda O'Brien
Corresponding Secretary

BOARD OF DIRECTORS REGULAR MEETING
3:00 p.m., Monday, January 31, 2022
GIAA CONFERENCE ROOMS 1 & 2

Videoconference and Live Streamed via: <https://www.guamairport.com> or
<https://www.guamairport.com/corporate/about-our-airport/board-of-directors/airport-board-meeting>

Public Notice

First Notice:

The Guam Daily Post – January 24, 2022

Notice to Media – January 24, 2022

Second Notice:

The Guam Daily Post – January 27, 2022

Notice to Media – January 27, 2022

AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
 - A. December 16, 2021 Regular Meeting
4. Correspondence - None
5. Old Business
 - A. Rehabilitate Runway 6L/24R Phases 1a and 1b - Change Order No. 4
 - B. Rehabilitate Runway 6L/24R Phases 1a and 1b - Work Order No. 5
 - C. International Arrivals Corridor - Supplemental Agreement No. 2
6. New Business
 - A. Ratification of FAA Grant Agreement No. 115 - Concessions Rent Relief Airport Rescue Grant
 - B. Approval of Legal Invoices – Calvo Fisher & Jacob, LLP: DFS Guam L.P. – For the Month of November 2021
7. Report of Executive Manager
8. Report of the Comptroller
9. Executive Session
10. Public Comments
11. Adjournment



A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

Board of Directors Regular Meeting

3:00 p.m., Monday, January 31, 2022

GIAA Terminal Conference Room 1 & 2

SIGN-IN SHEET

	<u>PRINT NAME</u>	<u>COMPANY/AGENCY</u>
1.	FRANK SANDS	TMG
2.	JEASE GARCIA	
3.	ANW BAPTISTA	GIAA
4.	Anthony Bridgway	GIAA
5.	Raymond Quintanilla	GIAA
6.	JUAN REYES	GIAA
7.	Ken McDonald	GIAA
8.	VICTOR J. CRUZ	GIAA
9.	Raymond Mantana	AREFF
10.		
11.		
12.		
13.		
14.		
15.		

GDOE still completing repair, maintenance projects at schools

By Jolene Toves
jolene@postguam.com

The Guam Department of Education had a number of maintenance projects they said would be addressed over the Christmas break, but now that kids are back in school, there's still work to be done.

Approximately \$600,000 in federal funding was provided to GDOE to make basic repairs at the 41 public school sites.

The repairs included basic mechanical, electrical, plumbing, painting and other work that did not require the assistance of licensed, skilled labor.

"These funds should help schools with repairs, not just over the break, but also over the next several weeks, as the amount provided will take time to exhaust. Additional supports are planned for schools in the coming weeks and months as part of our investment of federal funds," GDOE Superintendent Jon Fernandez said.

In addition to this, the public school system is also addressing air conditioning issues as the COVID-19 pandemic has brought concerns over air quality in classrooms.

"Presently, around 500 air condi-



SAFETY: Bottles of hand sanitizer are placed at each student's workspace at Untalan Middle School Oct. 11, 2021. According to Superintendent Jon Fernandez, around 500 air conditioning units are in need of repair at public schools. Dantana Keraskes/The Guam Daily Post

tioning units are in need of repair. Our facilities and maintenance team is working diligently to address work-order requests from our schools. Mrs. Yolanda Duenas works with our vendor, JRN Air Conditioning & Refrigeration, to schedule all preventive maintenance, minor issues, and replacements for our air conditioning

units," Fernandez said.

Air conditioning units must be addressed in anticipation of HEPA filters being placed in every classroom. As its stands, the procurement of these filters remains under protest.

Over the Christmas break, GDOE was able to beef up health and safety protections in common areas like the

cafeteria - where face mask use is compromised.

"To date, all plexiglass dividers and shields have been delivered and installed for all teachers and students, and the delivery of tables and chairs to all schools is completed. The delivery of canopies to GDOE schools is ongoing," Fernandez said.

Future projects

GDOE is also looking toward the future with capital improvement projects aimed at keeping students dry and covered in common areas.

"The CIP staff has met with each school administrator or administrative team to assess any repairs or replacements needs, as well as to identify new canopy needs. The next step is to prepare these projects for formal bidding which is a long-term process in itself. At this time, our facilities and maintenance team will address any major canopy issues that impede the safety of students, employees, parents and guests," Fernandez said.

Although funding is limited from the Department of the Interior for the canopy projects, he said, the CIP staff will be adding funding from the Education Stabilization Fund and American Rescue Plan to address these repairs.

AIRPORT GUAM
REGULAR MONTHLY BOARD MEETING
Monday, January 31, 2022 at 3:00 PM in Terminal Conference Rooms 1 & 2 and by Videoconference and Live Streamed via GIAA website: www.guamairport.com or <https://www.guamairport.com/corporate/about-our-airport/board-of-directors/airport-board-meeting>

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Parking is available in the Public Parking Lot. Call the Board Office at (671) 642-4717/18 for special accommodations. This ad is paid for by GIAA.

BUENAS! BINGO
Harmon Industrial Park, Genghis Khan Building
MONDAY, JANUARY 24, 2022
DOORS OPEN AT 4:00 P.M., BINGO SESSION STARTS AT 7:30 P.M.
TEL 671-969-3673 | ALL MAJOR CREDIT CARDS ACCEPTED

Sponsored By: Agana Heights Athletes Organization

*On Ramp, Wheelchair Assistance now available

NO MASK NO VACCINATION CARD NO ENTRY POLICY
MASK MUST BE WORN AT ALL TIMES & SOCIAL DISTANCING WILL BE ENFORCED.

BUENAS BONANZA \$2,000 GIVEAWAY EARLY BIRD \$500 HALFTIME \$500 BUNDLES • BUNDLE A (50 PKGS. + 1 SPC. EA.) \$10 • BUNDLE B (70 PKGS. + 2 SPC. EA.) \$20 • BUNDLE C (100 PKGS. + 3 SPC. EA.) \$30 • BUNDLE D (110 PKGS. + 4 SPC. EA.) \$40 BUY 2 SAME BUNDLE, GET ONE FREE BUNDLES INCLUDES: Letter X, Indian Star & Jr. Blackout <i>*NO SHARING OF LOCATER IF FOUND SHARING, MANAGEMENT WILL FORFEIT PAYOUTS*</i> <i>*MANAGEMENT RESERVES THE RIGHT TO ALTER OR CANCEL ANY EVENT OR PROGRAM WITHOUT PRIOR NOTICE*</i>	JUNIOR BLACKOUT \$2,000 GIVEAWAY LETTER X \$2,000 GIVEAWAY SPECIAL PACKAGE (BUY 2 SAME SPECIAL PKG, GET ONE FREE PROMO) ALL IN GOLD PKG (100PKG +20 FREE) 5 JR. BLACKOUT, 5 LETTER X, 5 IND. STAR 2 SHEET OF E.B., 2 SET HALFTIME WRMUP, 1 BONANZA, HOTBALL A & B \$45 DIAMOND PKG (110PKG +20 FREE) 10 JR. BLACKOUT, 10 LETTER X, 10 IND. STAR 2 SHEET OF E.B., 2 SET HALFTIME WRMUP, 15 BONANZA, HOTBALL A & B \$50	INDIAN STAR \$2,000 GIVEAWAY 7 PACKAGE GAMES \$2,000 <table border="1"> <tr><td>LETTER X</td><td>\$3</td></tr> <tr><td>JR. BLACKOUT</td><td>\$3</td></tr> <tr><td>INDIAN STAR</td><td>\$3</td></tr> <tr><td>BONANZA</td><td>\$3</td></tr> <tr><td>EARLY BIRD</td><td>\$2</td></tr> <tr><td>HALFTIME</td><td>\$2</td></tr> </table>	LETTER X	\$3	JR. BLACKOUT	\$3	INDIAN STAR	\$3	BONANZA	\$3	EARLY BIRD	\$2	HALFTIME	\$2
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Pfizer, BioNTech begin study of vaccine against omicron strain

By Riley Griffin
Bloomberg

Pfizer Inc. said it is starting a study of a COVID-19 vaccine that targets the omicron variant, exploring its use in previously vaccinated younger and middle-aged adults as well as those who haven't received another coronavirus shot.

The New York-based drugmaker and its German partner, BioNTech SE, said in a statement Tuesday that they had enrolled the first participants in a 1,420-person clinical trial that will evaluate the shot's ability to prompt an immune response in healthy adults age 18 to 55. The study will also examine the shot's safety and potential side effects.

The trial will examine the new formulation as an initial two-dose regimen and as a booster dose, the companies said.

The trial will examine the new formulation as an initial two-dose regimen and as a booster dose, the companies said.

Kathrin Jansen, Pfizer's head of vaccine research and development, said that the company is making preparations in case the protection offered by current COVID-19 booster shots against severe disease and hospitalizations wanes.

"Staying vigilant against the virus requires us to identify new approaches for people to maintain a high level of protection," Jansen said in the statement. "We believe developing and investigating variant-based vaccines, like this one, are essential in our efforts toward this goal."

Three different groups will be studied in the trial. The first group, made up of 615 participants who had received two doses of the original Pfizer-BioNTech vaccine, will get one or two doses of the omicron shot. Another group of 600 people who got three doses of the initial regimen will get an additional shot of the same formulation or the omicron vaccine. And a third group of 205 participants who have never been vaccinated will get three doses of the omicron shot.

Pfizer and BioNTech will draw some trial participants from their late-stage COVID-19 booster study for the new trial.

Deaths months after infection point to pandemic's aftermath

By Jason Gale
Bloomberg

COVID-19's deadly effects manifest long after some patients leave the hospital, according to a new study that points to the pandemic's grave aftermath.

Hospitalized patients who survived at least a week after being discharged were more than twice as likely to die or be admitted again within months, scientists from the London School of Hygiene and Tropical Medicine and the University of Oxford found. The COVID-19 survivors also had an almost five times greater risk of dying in the following 10 months than a sample taken from the general population.

The findings, published Tuesday in the journal PLOS Medicine, add to evidence that the pandemic's effects on health and well-being extend well beyond an initial infection. A Dutch study on Monday showed that three-quarters of COVID-19 patients treated in intensive care were still suffering fatigue, impaired fitness and other physical symptoms a year later, and one in four reported anxiety and other mental symptoms.

"COVID-19 isn't just an acute respiratory viral illness - like a cold or some other inconsequential infection - that goes away in a few days or a few weeks," said Ziyad Al-Aly, director of the clinical epidemiology center at the Veterans Affairs St. Louis Health



VIGIL FOR NURSES: Activists gather during a vigil in Lafayette Park for nurses who died during the COVID-19 pandemic, on Jan. 13 in Washington, D.C.

Brendan Smialowski/AFP/Getty Images

Care System in Missouri, who has led similar studies in the U.S. "It carries serious long-term consequences, including higher risk of death."


To help clarify the long-term health risks for survivors, epidemiologist Krishnan Bhaskaran and colleagues focused on those who had been hospitalized for the disease. The researchers conducted a statistical analysis of electronic health records from almost 25,000 patients who had been hospitalized for COVID-19 in 2020, and more than 100,000 members of the general population for comparison. To account for risks after hospitalization for an infectious disease, the scientists also compared data from more than 15,000 people

who were hospitalized for influenza from 2017 to 2019.

Compared with flu patients, those who had COVID-19 had a greater risk of hospital readmission or death resulting from their initial infection, from dementia and more broadly from any cause.


'The importance of getting vaccinated'

"Our findings suggest that people who have had a severe case of COVID-19 requiring a hospital stay are at substantially elevated risk of experiencing further health problems in the months after their hospitalization," Bhaskaran said in a statement. "Our findings also highlight the importance of getting vaccinated."



SPEAKER THERESE M. TERLAJE

Committee on Health, Land, Justice & Culture
I Mina'trentai Sais na Liheslaturan Guåhan



NOTICE OF VIRTUAL PUBLIC HEARINGS- THURSDAY, FEBRUARY 3, 2022


9:00 AM:

- Appointment of Diana B. Calvo as a Member of Guam Board of Social Work for a Term Length of Three (3) Years; December 9, 2021 to December 8, 2024
- Appointment of Maureen A. San Nicolas as a Member (NASW Guam Chapter - Representative) of Guam Board of Social Work for a Term Length of Three (3) Years; December 10, 2021 to December 9, 2024

2:00 PM:

- **BILL NO. 146-36 (LS)** - FRANK BLAS JR. - AN ACT TO CREATE A NEW CHAPTER 25 OF TITLE 1 GUAM CODE ANNOTATED TO ESTABLISH A GUAM CRIMINAL LAW AND PROCEDURE REVIEW COMMISSION FOR THE PURPOSE OF UPDATING TITLE 8 AND TITLE 9 OF THE GUAM CODE ANNOTATED.
- **BILL NO. 238-36 (COR)** - JAMES C. MOYLAN - AN ACT TO AMEND § 82202 OF CHAPTER 82, TITLE 10, GUAM CODE ANNOTATED, RELATIVE TO A PEACE OFFICER'S AUTHORITY AND RESPONSIBILITY WHEN BRINGING AN INDIVIDUAL TO A QUALIFIED MENTAL HEALTH PROFESSIONAL FOR AN EXAMINATION.
- **BILL NO. 127-36 (LS)** - JAMES C. MOYLAN - AN ACT TO AMEND CHAPTER 49 OF TITLE 9, GUAM CODE ANNOTATED, RELATIVE TO MODERNIZING THE STATUTE ASSOCIATED WITH PUBLIC CORRUPTION, OFFICIAL MISCONDUCT, OTHER UNLAWFUL INFLUENCE AND RELATED OFFENSES.

Email senatorterlaje@gmail.com or call 472-3586 by February 2, 2022 to register to provide virtual testimony on the agenda items. Written testimony can also be submitted via email or to the Guam Congress Bldg: 163 Chalan Santo Papa, Hagåtña, Guam. All hearings are broadcast on GTA TV Channel 21, Docomo Channel 117/112.4, and at <https://www.youtube.com/c/GuamLegislatureMedia>. In compliance with the Americans with Disabilities Act, Individuals needing assistance or accommodations can contact the Office of Speaker Therese M. Terlaje. This Ad was paid with Legislature Funds.



REGULAR MONTHLY BOARD MEETING

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3. APPROVAL OF MINUTES

A. October 28, 2021 - Regular Meeting

On motion duly made by Director Weakley, seconded by Director Tainatongo, the following resolution was unanimously passed via roll vote:

Resolution No. 22-06

The Board hereby approves the minutes of the October 28, 2021 regular meeting, subject to corrections.

4. CORRESPONDENCE

Executive Manager Quinata advised there was no Correspondence to report.

5. OLD BUSINESS

A. COVID-19 Rent Relief Discussion

Deputy Executive Manager Hernandez presented a COVID-19 rent relief proposal for the Boards consideration. The Deputy Executive Manager announced that GIAA has offered rent relief to MAG concessionaires (Tenants) over the period of the COVID-19 pandemic. The first rent relief proposal being approved in an amount up to \$3M by the Board, on June 2, 2020, effective for the months of April through June 2020, also authorized Management to work with MAG Tenants to come to a mutually agreed rent relief arrangement. The second rent relief proposal was approved by the Board August 27, 2020, in an amount up to \$954,000.00 for July 2020, and further authorized Management to work with MAG tenants with regard to rent relief for August and September 2020. Since then, Management has been working closely with MAG tenants, and would like to offer further rent relief assistance as follows:

- During the relief period, in lieu of MAG, Tenants shall pay the greater of: (i) percentage of gross sales or (ii) main terminal rent based on space occupied at the airport tariff rate, or (iii) percentage of Monthly MAG as noted below:

SAMPLE

October 2021 – December 2021

1,263,333.33

x 31.18%

393,907.33

- The relief period is effective October 1, 2021 through December 31, 2021.
- For this relief period, Tenants will at the minimum remit monthly payments based on percentage of gross sales. Tenants may elect to *defer* the difference of

percentage of gross sales to percentage of Monthly MAG with such being due and payable on or before September 1, 2022, or sooner upon 30 days written notice by GIAA.

- No late fees or interest under this rent relief period will be assessed for any portion of the deferred rent portion of payments made on or before September 1, 2022, or sooner upon 30 days written notice by GIAA.

Discussion ensued relative to the rent relief proposal, with the Deputy Executive Manager adding that the relief remains the same as previous relief packages approved. However the option to defer payments until a later date has been included in the referenced rent relief package.

After further discussion, on motion duly made by Secretary Weakley, seconded by Director Belanger, the following resolution was unanimously approved via roll call vote:

Resolution No. 22-07

The Board hereby authorizes Management to work with MAG tenants to provide rent relief for the months of October 1, 2021 through December 31, 2021, as presented by Management.

6. NEW BUSINESS

A. Air Busan Signatory Airline Status

Deputy Executive Manager Hernandez presented for the Board's consideration a request for Signatory Airline status from Air Busan. The Deputy Executive Manager provided brief background for the Board's information, advising that Air Busan Co., Ltd. was established in August 2007 and began as a regional airliner based in the southern area of Korea on October 2008. Air Busan's original request to become a Signatory Airline was approved by the Board of Directors on June 4, 2015, and began with one (1) flight weekly, and gradually increasing to daily flights. Due to the COVID-19 pandemic, they ceased operations on March 5, 2020 and terminated their Signatory Airline Operating Agreement effective October 1, 2020.

Air Busan has again indicated their interest in becoming a Signatory Airline. The Airline resumed flight operations on December 4, 2021, with a departure scheduled every Saturday until March 2022, utilizing an Airbus A321-200 aircraft with a seat capacity of 195 passengers. Air Busan anticipates adding an additional flight beginning on December 21, 2021, however GIAA will remain flexible with their flight activity due to the impact of the new Omicron COVID-19 variant.

Air Busan has also requested to lease office space located on the apron level of the main terminal building. The estimated revenue for the requested office space is \$13,192.85 per year, in addition to passenger fees, and related charges based on the Airports tariff schedule.

Upon the Board of Directors approval of Air Busan's signatory status request, a standard Signatory Airline Operating Agreement & Terminal Building Lease will be prepared, sent to Legal Counsel for review and approval, then executed by both parties.

Secretary Weakley inquired on the effective date. The Deputy Executive Manager stated, if approved by the Board today, December 16, 2021 will be the effective date.

After further discussion, on motion duly made by Secretary Weakley, seconded by Director Tainatongo, the following resolution was unanimously approved via roll call vote:

Resolution No. 22-09

The Board hereby approves Air Busan's request to become a Signatory Airline at the A. B. Won Pat International Airport Authority, Guam, effective December 16, 2021, and expiring term to run conterminous with other Signatory Agreements.

B. Approval of Award for Janitorial and Maintenance Services Concourse Level – IFB No. GIAA-001-FY21

The next item on the agenda was the approval of award for Janitorial and Maintenance Services Concourse Level under Invitation for Bid No. GIAA-001-FY21. Deputy Executive Manager Hernandez provided background information to the Board on the referenced IFB. Twenty (20) firms and/or individuals purchased or downloaded the bid package and four (4) firms submitted a bid before the submission deadline. As required by Guam Procurement Regulations, the bids were publicly opened and read aloud by GIAA procurement staff in the presence of the bidders. The bids submitted are presented below in the order they were received and opened:

Bidder:	Total Bid Amount:
K Cleaning Services	\$485,000.00
JJ Global Serrvices	\$490,493.64
Guam Cleaning Masters Inc.	\$502,757.04
Advance Management Inc.	\$612,274.00

The lowest total bid amount was a total bid price of \$485,000.00 per year from K Cleaning Services.

The total contract award for the bid is a total annual cost of \$485,000.000 per year for a term of three (3) years with two (2) one- year option years, not to exceed five (5) years, to be exercised at GIAA's sole discretion. Funding for the contract is available under the Property & Facilities Division O&M Budget.

Management recommends the contract award in the amount of \$485,000.000 per year for a contract term of three (3) years with two (2) one-year option years to K Cleaning Services, who has been determined to have met the standards of responsibility and responsiveness outlined in the Guam Procurement Law and Regulations.

Acting Chairman Sobti inquired on the current contract scope and contract amount. Deputy Executive Manager Hernandez replied that the scope of work remains the same, and the contract amount was \$539,000.00 per year, and the incumbent is the referenced lowest bidder. Acting Chairman Sobti was happy with the cost savings for the same services. Discussion followed relative to the details of scope of the contract.

After further discussion, on motion duly made by Director Tainatongo, seconded by Director Belanger, the following resolution was unanimously approved via roll call vote:

Resolution No. 22-10

The Board hereby approves the contract award for Janitorial and Maintenance Services Concourse under Invitation for Bid No. GIAA-001-FY21 to K Cleaning Services in the amount of \$485,000.00, as recommended by Management, subject to review by Legal Counsel.

C. Board Resolution No. 22-08 – Bank Signatories

The next agenda item was a Board resolution to revise GIAA's Bank Signatories. The revisions are the removal of former Comptroller, Mr. John Rios due to his retirement, and the inclusion of Ms. Danielle Camacho, Accountant II.

After further discussion, on motion duly made by Secretary Weakley, seconded by Director Tainatongo, the following resolution was unanimously approved via roll call vote:

Resolution No. 22-08

WHEREAS, the ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM ("GIAA") has several bank accounts and desires to designate the individuals authorized to execute checks, drafts, or other orders for and on behalf of GIAA.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of GIAA hereby designates two of the following individuals together to execute checks, drafts, or other orders for and on behalf of GIAA:

1. John M. Quinata, Executive Manager;
2. Artemio R. A. Hernandez, Deputy Executive Manager
3. Brian J. Bamba, Chairman of the Board;
4. Gurminder Sobti, Vice Chairman of the Board;
5. Antoniette L. Bautista, General Accounting Supervisor; and
6. Jean M. Arriola, Airport Services Manager
7. Danielle Camacho, Accountant II

BE IT RESOLVED FURTHER, that one of the two signatories must include any one of the following: the Chairman, the Vice Chairman, the Executive Manager, the Deputy Executive Manager, or the General Accounting Supervisor.

BE IT RESOLVED FURTHER, that the authority of the above-designated individuals to execute checks, drafts, or other orders for and on behalf of GIAA shall be limited only to authorized expenditures of GIAA and as is consistent with the execution of their respective duties, statutory or otherwise, as officers or directors of GIAA.

BE IT RESOLVED FURTHER, that the designation of the above-named individuals supersedes all prior designations by the Board of Directors of GIAA on file at all banking institutions at which GIAA maintains its accounts.

D. Performance Review – Executive Manager

The next item on the agenda was the performance review of the Executive Manager, as required by law. Executive Manager Quinata announced that Director Tainatongo will present the item to Board as it falls under her Board Sub-Committee.

Director Tainatongo presented an updated evaluation form to the Board for approval. The Director advised the Board that Legal Counsel along with other Sub-Committee member, Secretary Weakley have reviewed and contributed to the updated evaluation form.

After further discussion, on motion duly made by Director Tainatongo, seconded by Secretary Weakley, the following resolution was unanimously approved via roll call vote:

Resolution No. 22-11

The Board hereby approves the updated form for the Evaluation of the Executive Manager, as presented.

Acting Chairman Sobti thanked Director Tainatongo and Director Weakley for a job well done on the revision of the evaluation form and added that the evaluation of the Executive Manager is expected at the next Board meeting. Executive Manager announced that the next meeting shall be in January.

7. REPORT OF THE EXECUTIVE MANAGER

Reference is made to the Executive Manager's Report included as part of the Board's packet, which was presented by Executive Manager Quinata. The report included brief updates on Airport operations, CIPs and Regulatory updates.

Secretary Weakley requested that Management provide numbers of enplaned passengers monthly, and inquired on projects, specifically the Airports roofing. Mr. Frank Santos replied that major construction on the IAC is complete, while minor punch list items are ongoing and required inspections completed. Regarding the roof, the third-floor roof is brand new while the remaining areas will be prioritized under the GIAA Master Plan, and the first project under an upcoming infrastructure grant.

8. REPORT OF THE COMPTROLLER

Ms. Antoniette Bautista, Acting Assistant Controller reported on the revenues and expenses of the Authority as **of October 31, 2021**. Ms. Bautista reported that year-to-date Total Signatory Revenues are below budgeted revenues by **53.2%**, year-to-date Total Concession Revenues and Passenger Facility Charges are below budget by **2.4%** and **83.1%**, respectively. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airline revenues are below the budget estimate by **19.0%**. Year-to-date Total Operating Revenues Actual of **\$3.0M** is **28.2%** below the budget estimate of **\$4.1M**. Year-to-date Total Operating Expenses are below budget by **14.4%**. Components of this line item include a **9.5%** decrease in Personnel Service, a **20.2%** decrease in Contractual Services, a **272.1%** decrease in Materials & Supplies and a **100.0%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories. The actual year-to-date Net Revenues from Operations of **\$0.1M** reflects a decrease of **84.0%** over the year-to-date budgeted amount of **\$0.8M**. Ms. Bautista reported that the year-to-date Debt Service Coverage is at **0.47** versus the requirement of **1.25**.

Deputy Executive Manager Hernandez provided a brief funding on ARPA funding, informing the Board that on November 23, 2021, Governor Leon Guerrero allocated \$15M to GIAA for operational continuity under Fiscal Recovery Plan. GIAA has been working with BBMR and DOA on how to allocate these funds within the guidelines of the Plan. BBMR advised recently, that the process of receiving the funds will be in phases.

1st Phase: Reimbursement for eligible expenses dating back to March 3, 2021. GIAA will continue to work with BBMR and DOA to identify expenses that have not yet been reimbursed by Airport Rescue grants or other funding. The Deputy Executive Manager announced that he is looking forward to reporting something favorable at the next Board Meeting and thanked the Governor for the allocation of the \$15M. Executive Manager Quinata added that the said funding must follow guidelines.

9. EXECUTIVE SESSION

The next item on the agenda was Executive Session.

Upon written recommendation of counsel, Calvo Fisher & Jacob, on motion duly made by Secretary Weakley, seconded by Director Tainatongo, and unanimously approved, the Board recessed to convene into Executive Session at 4:06 p.m.

The Board convened into Executive Session at 4:15 p.m. to discuss DFS Guam L.P. related litigation to which GIAA is or may be a party. Attending Executive Session were Directors Sobti, Weakley, Belanger, Tainatongo, Executive Manager Quinata, and Legal Counsels, Janalynn Damian, Eduardo Calvo and Genevieve Rapadas. Also present was the court reporter who will prepare a transcript of the Executive Session.

Executive Session adjourned at 4:54 p.m., at which time the Board returned to regular session.

Based on discussions during Executive Session, there was a matter for Board approval.

After further discussion, on motion duly made by Director Tainatongo, seconded by Secretary Weakley, the following resolution was unanimously approved via roll call vote:

Resolution No. 22-12

BE IT RESOLVED, by the Board of Directors of the Antonio B. Won Pat International Airport Authority, Guam, as follows:

Section 1. The Board hereby designates Vice-Chairman Sobti as an Authorized Officer under Board Resolution 21-59, with such authority and power as given the Authorized Officers under Board Resolution 21-59.

Section 2. This resolution shall take effect from and after its adoption

10. PUBLIC COMMENTS

There were no Public Comments.

11. ADJOURNMENT

Motion to adjourn duly made by Secretary Weakley, seconded by Director Belanger; motion unanimously passed. The meeting was adjourned at 4:59 p.m.

Dated this _____, day of _____, 2021.

Attest:

Brian J. Bamba
Chairman

Donald I. Weakley
Board Secretary

Prepared and Submitted By:

Amanda O'Brien
Corresponding Secretary

PROJECT: REHABILITATE RUNWAY 6L/24R - PHASE 1A/1B

Project No: GIAA-FY18-01-2, AIP No. 3-66-0001-107/108-2020

Change Order No.: 004

In connection with Contract No. GIAA-20-02 (C), a construction contract between Hawaiian Rock Products Corporation (hereinafter referred to as "Contractor") and Antonio B. Won Pat International Airport Authority, Guam, (hereinafter referred to as "Authority"), dated May 13, 2020 to provide construction services for the Rehabilitate Runway 6L-24R, Phase 1A/1B project, the following change order is made in accordance with Section 16.2 of the General Provisions:

A. Description and Cost of Change Order No. 004

The Change Order consists of the following two (2) items:

1. Item 2: CO2 Additional Overhead Cost

This item compensates the Contractor for the overhead cost due to CO2 Concrete Slab Over 16" DIP Waterline.

Total Cost due under this item: \$219,042.94

2. Item 2: Extension of Time

This item compensates the Contractor with an extension of time due to CO2 Concrete Slab Over 16" DIP Waterline and non-compensable time due to COVID-19.

Total Extension due under this item: 81 Calendar Days

=====

Total Cost for Change Order 004: \$219,042.94

B. Conditions:

- a. The aforementioned change order works affected thereby are subject to all contract requirements and covenants;
- b. The rights of A.B. Won Pat International Airport Authority, Guam, are not prejudiced;
- c. All claims against A.B. Won Pat International Airport Authority, Guam, which are incidental to, or as a consequence of the aforementioned changes, are satisfied in their entirety.

C. Modification to the Contract:

1. Original Contract Amount:	\$ 10,014,687.60
2. Change Order No. 001 Amount:	\$ 9,264,620.15
3. Change Order No. 002 Amount:	\$ 45,807.42
4. Change Order No. 003 Amount:	\$ 95,000.00
5. Change Order No. 004 Amount:	\$ 219,042.94
6. Revised Contract Amount thru Change Order No. 004:	\$ 19,639,158.11
7. Current Contract Completion Date:	January 31, 2022
8. Current Contract Time:	474 Calendar Days
9. Change Order No. 004 Extension of Time:	81 Calendar Days
10. Revised Contract Time:	555 Calendar Days
11. Contract Completion Date (thru Change Order No. 004)	April 22, 2022

D. Justification for Change Order 004:**Item 1: C02 Additional Overhead Cost**

During the negotiations and execution of C02 Concrete Slab Over 16" DIP and C03 Additional Overhead Cost (Partial), overhead cost and time due to the Contractor were still under negotiations. This item compensates the Contractor for additional overhead costs due to the impacted schedule caused by C02. This item finalizes the remaining outstanding costs due to the Contractor in addition to the amounts provided in C02 and C03.

Item 2: Extension of Time

In consultation with GIAA Engineering, it was determined that the construction schedule was impacted by 76 calendar days due to CO2 Concrete Slab Over 16" Waterline and 89 non-compensable days due to COVID-19 for a total of 165 calendar days. The approval of Change Order No. 3 provided 84 of the 165 calendar days. Therefore, this item extends the contract by 81 calendar days to 555 calendar days with a completion date of April 22, 2022.

Refer to Change Order 004, Exhibit A, attached, for background information and analysis of this item.

In witness thereof, the parties have signed this Change Order No. 004 on the ____ day of _____, 2022.

APPROVED:

**A. B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM**

**CONTRACTOR:
HAWAIIAN ROCK PRODUCTS**

By: _____
John M Quinata
Executive Manager

By: _____
Jerrold C. Johnson
President

Date: _____

Date: _____

CERTIFIED FUNDS AVAILABLE:

By: _____
Antoniette Bautista
Certifying Officer, GIAA

Date: _____

January 14, 2022

SSFM 2019_078.000

TO: A.B. Won Pat International Airport Authority, Guam
Administration Office, 3rd Floor
355 Chalan Pasajeru
Tamuning, Guam 96931

Attention: Mr. John M. Quinata
Executive Manager

Through: Mr. Victor J. Cruz
Engineer Supervisor

Subject: **CM Recommendation for Approval of Change Order No. 004**
A.B. WON PAT GUAM INTERNATIONAL AIRPORT AUTHORITY
Rehabilitate Runway 6L-24R Construction Phase 1A/1B
PROJECT NO.: GIAA-FY18-01-2
AIP No.: 3-66-0001-108-2020
CONTRACTOR: Hawaiian Rock Products, Inc
GIAA CONTRACT NO.: GIAA-20-02(C)

Dear Mr. Quinata,

We hereby recommend the approval of Change Order No. 004 in the amount of Two Hundred Nineteen Thousand Forty-Two Dollars and Ninety-Four Cents (\$219,042.94) for the additional cost the Contractor will incur on the Project due to the following Scope of Services:

Scope of Services

An additive change in the amount of Two Hundred Nineteen Thousand Forty-Two Dollars and Ninety-Four (\$219,042.94) to compensate the Contractor for the overhead costs due to CO2 Concrete Slab Over 16" DIP Waterline. The additive change is a result of the CM negotiated cost reduction of One Hundred Nine Thousand Four Hundred Ten Dollars and Forty-One Cents (\$109,410.41). This compensation is in addition to the partial amount provided in CO3 for Additional Overhead.

An additive change in the amount 81 Calendar Days compensates the Contractor for the impact delay on the construction schedule due to CO2 and COVID-19. In consultation with GIAA Engineering, it was determined that the construction schedule was impacted by 76 calendar days due to CO2 Concrete Slab Over 16" Waterline and 89 non-compensable calendar days due to COVID-19 for a total of 165 Calendar Days. This additive change order extends the contract time to 555 calendar days with a completion date of April 22, 2022.

The modification to the Contract is summarized below:

- | | |
|--|-------------------|
| 1. Original Contract Amount: | \$ 10,014,687.60 |
| 2. Change Order No. 001 Amount: | \$ 9,264,620.15 |
| 3. Change Order No. 002 Amount: | \$ 45,807.42 |
| 4. Change Order No. 003 Amount: | \$ 95,000.00 |
| 5. Change Order No. 004 Amount: | \$ 219,042.94 |
| 6. Revised Contract Amount thru Change Order No. 004: | \$ 19,639,158.11 |
| 7. Current Contract Completion Date: | January 31, 2022 |
| 8. Current Contract Time: | 474 Calendar Days |
| 9. Change Order No. 004 Extension of Time: | 81 Calendar Days |
| 10. Revised Contract Time: | 555 Calendar Days |
| 11. Contract Completion Date (thru Change Order No. 004) | April 22, 2022 |

Should you have any questions, comments, or concerns, please do not hesitate to contact me at (671) 646-7736 or (671) 488-8325.

SSFM INTERNATIONAL, INC



Ed Hipolito, P.E.

Senior Project Manager

Email: ehipolito@ssfm.com

- Enclosures: 1) Change Order No. 004 (For Signature)
 2) Exhibit A Change Order No. 004 Backup

Cc:

GIAA/ TMG Frank Santos



WORK ORDER

TO: SSFM International, Inc. 215 Rojas Street, #213 Harmon, GU 96913	TODAY'S DATE: 1/14/22	WORK ORDER NO. <div style="border: 1px solid black; padding: 5px; text-align: center;">005</div>	PAGE 1 of 8 <small>(Attach Scope of Work, if necessary)</small>
AMOUNT: \$ 530,000.00 * fixed fee EFFECTIVE DATE OF WORK ORDER: COMPLETION DATE: 5 Months **	CONTRACT TITLE/NO.: CM for Runway 6L/24R Rehabilitation, Proj. No. GIAA-FY18-01-2, AIP No. 3-66-0001-107/108; Agreement No. GIAA-S20-008		
SUBJECT: Phase 1 CM Services under Agreement No. GIAA-S20-008			
SCOPE OF WORK (SOW): <i>(If SOW requires additional space, please identify number of pages attached on the top right corner of form.)</i> See Exhibit A (6 Pages) Scope of Services *\$530,00.00 (includes taxes), See Exhibit B (1 Page) for fee breakdown, is fixed price for Phase 1. **Construction Phase - 4 months Post-Construction/Close-Out - 1 Month			
<ol style="list-style-type: none">1. Work Order is issued pursuant to the cited Contract Title/No. stated above.2. Performance shall be pursuant to terms of the Agreement, incorporated herein by reference.3. Payment shall be made in accordance with the payment terms of the Agreement, after submission of an invoice and GIAA's acceptance of services as satisfactory.			
ACCEPTED BY: FIRM/COMPANY NAME SSFM International, Inc. By: _____ Principal (Print) Signature: _____ Date: _____	AUTHORIZED BY: By: _____ JOHN M. QUINATA Executive Manager Date: _____ Certified Funds Available: By: _____ Certifying Officer Date: _____		
GIAA INTERNAL USE ONLY			
DIVISION: Account #: _____ ACCOUNTING: Obligation of funds: _____ Date: _____ (Print Name/Initial) Authorized by: _____ Date: _____ (Print Name/Initial)	PROCUREMENT: Supply Management Administrator Print/Sign Name: _____ Initial: _____ Date: _____		

Program SSFM will Undertake to Accomplish the Objectives of the Described Services

SSFM understands the work as described in the RFP:

The project is for the construction/rehabilitation of the Antonio B. Won Pat International Airport, Guam's main runway, Runway 6L/24R, which consist of approximately 9,500+ linear feet of pavement that is composed primarily of PCC or AC material for the surface areas of the runway, and a mixture of various substances which includes the use of granular, compacted coral, asphalt, crushed aggregate and other bituminous pavement material for the base, sub-base, and sub-grade. The scope of work will include rehabilitation of GIAA's primary runway that was constructed in the 1940s and 1950s, that will include pavement design alternatives, drainage improvements, lighting, signage, pavement markings, incidental vault work, and any other rehabilitation work that may be required. Panels 2, 4, 8, 10, 11, 12, and 13 are the most impacted areas and rehabilitation will be in conformance with AC 150/5320-6F.

As described in the RFP, SSFM will provide the following services:

A. CONSTRUCTION CONTRACT ADMINISTRATION

1. Administer the construction contracts, from pre-construction through contract close-out, and perform all the duties and responsibilities, and exercise all the powers and authority as CM as set forth herein and in the construction contracts for the Project. Project personnel shall continuously review contract documents to identify any oversight or error in the documents that may lead to disputes or claims by the contractor.
2. In conjunction with GIAA, arrange and conduct a pre-construction conference with the contractor(s) to present and explain contract requirements dealing with mobilization, prosecution of work, safety, environmental protection and historic preservation, payment processing, material and equipment testing procedures, inspections, and the role as well as the duties and responsibilities of the CM.
3. Conduct periodic meetings with the contractor(s) and GIAA to discuss progress of the work, contract requirements, problems and other pertinent aspects of the Project. Prepare and distribute, in a timely manner, minutes of the meetings in a format acceptable to GIAA. Promptly respond to, investigate and follow up on the findings, observations and recommendations regarding contractor compliance with construction contract documents.
4. Prepare correspondence, reports and other documents as required for the proper management of the construction of the Project.
5. Secure and transmit to GIAA, contractor(s) or other certificates, waivers, and affidavits releases as required by the construction contract or for the timely prosecution of construction work.
6. Prepare monthly construction status reports using a format acceptable to GIAA. Present status reports to GIAA Board of Directors meetings or as required.
7. Monitor and enforce contractor compliance with applicable territorial and federal requirements.
8. Set up and maintain a project filing system acceptable to the GIAA.
9. Assist in arranging and conducting meetings with GIAA and affected stakeholders on construction matters and changes that will require decisions at a higher level.
10. Monitor and ensure that the contractor keeps current a set of record drawings and specifications by noting all changes in or deviations from the original contract documents.
11. Maintain daily Quality Assurance (QA) reports of all activities occurring at the construction site in relation to the Project.

12. Ensure that the Contractor has prominently posted the schedule of wage rates on the job site and any additions or amendments to it.
13. Conduct employee labor interviews to ensure the payment of correct wage rates.
14. Assist GIAA in ensuring that the contractor(s) and their workers have proper security clearances, classifications, and correct wages.
15. Prepare for GIAA, a monthly statement regarding the satisfactory submittal and review of the contractor's certified payroll.
16. Promptly spot check, including random interviews, and forward all payrolls as required by the construction contract.
17. Immediately report violations of labor laws and standard provisions to GIAA.
18. At all times maintain, arrange and inventory a complete and accurate set of all Project files and records which shall be kept at the CM office until the entire Project is completed, then delivered to GIAA Engineering Office in a well-organized manner.
19. Provide liaison, coordinate and track all CM's communications with GIAA and its stakeholders to include other government, federal or local agencies.
20. Provide coordination with affected GIAA tenants.
21. Verify that the contractor(s) comply with the construction contract and that materials and workmanship conform to the project documents, approved submittals and that all applicable codes and regulations are used and are incorporated in the Project.
22. Receive, review and approve the contractor's submittal construction schedule.
23. Provide coordination between general contractors when multiple general contractors are on-site and work is in progress.
24. Review contractor's monthly updated schedule as it relates to contractor's payment estimates and status of work items.
25. Prepare a final Project report using a format acceptable to GIAA.

B. PREPARATION AND PROCESSING OF PAYMENT ESTIMATES

1. Receive, review, recommend, and promptly process for payment of the contractor's payment estimates submitted in conformance with the construction contract's requirements. CM's recommendation shall be based on its knowledge, information and belief that the work has progressed to the point indicated and the quality of the work is in accordance with the contract documents.
2. All CM recommendations for CO approval to release withheld retainage, partially or entirely, shall include cost estimates for all remaining incomplete work such as O&M manuals, as-built drawings, training, warranties, resubmittals, spare parts, etc., and outstanding deficiency items from the final inspection punch list.
3. CM shall monitor the approved estimates of construction cost. CM shall show actual costs for activities in progress and estimates for incomplete tasks and compare to the approved estimate.
4. CM shall maintain accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and other work requiring accounting records.

C. PROCESSING CONSTRUCTION CHANGE ORDERS

1. Identify apparent deficiencies in the contract documents or problems in the prosecution of work which may lead to changes in the cost, design, or constructability of the Project. Formulate alternatives and provide appropriate recommendations to the CO for resolving these changes. An independent cost estimate must be prepared and submitted with the recommendations.
2. Prepare, on behalf of GIAA, change orders which are necessary to eliminate any imminent danger to the health and safety of workers or the general public.
3. Develop alternatives and provide recommendations to GIAA's CO in resolving outstanding issues in contract changes.
4. Evaluate the contractor's cost estimates for change orders as follows:
 - (a) Prepare an independent cost estimate and time impact analysis prior to issuance of the change notice, both to be submitted to the CO for approval.
 - (b) Evaluate the contractor's cost estimate and recommend appropriate change order monetary value and contract time extension, if any, to the CO within 14 days after receipt of cost proposal.
 - (c) Prepare change order documents and prepare document change order backup files containing all relevant documents (such as drawings, correspondence, estimates, daily records, meeting minutes, etc.). Transmit documentation to the CO for approval. Change order work shall not commence prior to obtaining approval.
5. Within seven (7) days after receipt of the contractor's proposal, CM shall commence negotiations for a change order with the contractor. CM shall develop a negotiations strategy on cost and time objectives for each order prior to start of negotiations. CM shall provide its recommendations to the CO for approval of each change order as soon as negotiations have been concluded. CM shall conclude negotiations promptly. If an agreement cannot be reached, CM shall notify the contractor of its final determinations in writing as well as the Contractor's right to request a CO decision within thirty (30) days.
6. Prepare and update a change order database of all approved change orders immediately and assure that subsequent payment estimates reflect all current change orders. Content of database shall be approved by GIAA.
7. Assist GIAA in the review and evaluation of any changes requested by the contractor and make recommendations regarding the matter and method of executing the change. Evaluation to be completed by CM within 15 days after receipt of change request from the contractor.

D. PROCESSING CLAIMS AND DISPUTES

1. Identify deficiencies in the contract documents which may lead to claims by or a dispute with contractors and recommend solutions.
2. Maintain adequate records of information associated with potential claims and disputes.
3. Review claims by or disputes with contractors and recommend solutions to GIAA.
4. All contractor claims for contract time extension shall be promptly evaluated for merit upon receipt. CM shall submit its Findings of Fact and Conclusion/Recommendations to the CO within 30 days of receipt of the claim.
5. Upon request by GIAA, assist GIAA's legal counsel in settling claims or disputes with contractors.

E. CONTINUING REVIEW OF CONTRACT DOCUMENTS

1. Recommend changes which can be made to save money, time or both for GIAA without altering or jeopardizing the intent and function of the Project.
2. Recommend changes to the plans, specifications or design. Upon approval by GIAA implement such changes pursuant to the approved change order procedures.

F. SUBMITTAL REVIEW

1. Receive, review for format, log and approve as appropriate, shop drawings, product data, and samples from the contractor based on the contractor's approved submittal schedule.
2. Assist GIAA in evaluation and make recommendations on the contractor's requests for material or equipment substitution. The CO shall be responsible for approving such requests.
3. Process and implement approved requests for substitutions in accordance with the approved change order procedure if costs or schedule are affected.
4. Require the contractor to submit monthly updates of submittal schedules to verify and resolve any delays in the transmittal of the required submittals.

G. REVIEW AND ANALYSIS OF THE PROJECT SCHEDULE

1. Assist GIAA in evaluating the contractor's work schedule and direct the contractor to make changes if required to ensure that the schedule is reasonably accurate, logical, realistic and shows efficient sequence of construction work.
2. Enforce the contractor's compliance with the approved work (progress) schedule.
3. Ensure the contractor updates the progress schedule on a monthly basis to be submitted with payment requests.
4. Within ten (10) days, notify the contractor of non-compliance, if any, with the approved schedule and require submittal of a recovery schedule.
5. As-Built Drawings

At the substantial completion of the Project, the CM will receive and review the contractor's filed copy redlined record drawings of contract and shop drawings. The CM shall review the redlined drawings to determine that they are an accurate representation of the installed work. At the completion of its review, the CM will return these drawings to the contractor. The contractor will produce as-built mylar drawings of all contract drawings in electronic format using AutoCAD 2000 (or latest version) software. The CM will verify, based on available information, the accuracy and transmit all drawings to GIAA. The CM will provide GIAA Engineering with copies of all change notices.

Note: The CM shall not recommend the release of retainage and final payment until the as-built drawings are complete and submitted by the contractor.

H. CONSTRUCTION INSPECTION

1. Inspection
 - (a) The CM shall be required to perform continuous on-site inspections during the Contractor's working hours to check the quality or quantity of the work. On the basis of on-site observations, the CM shall keep GIAA informed of the progress and quality of the work, and shall endeavor to guard GIAA against defects and deficiencies in the work.

Any inspection performed for authorized contractor work on holidays, weekends, and hours outside regular work hours of 8 am - 5 pm, shall be paid by the contractor as provided in the construction documents and specifications.

- (b) Enforce all provisions of the construction contract dealing with prosecution of work.
- (c) Issue Stop Work Orders (SWOs) for a portion of or for the entire Project:
 - i. Without prior notice to GIAA for failure of the contractor to correct unsafe conditions for the workers or the general public, for work nonconforming with the contract documents, and for unsuitable weather or conditions for the prosecution of the work, or for any other condition or reason deemed to be in the public interest.
 - ii. SWOs shall be in writing and set forth the period of time for which the work or any part thereof shall be suspended, the basis for such suspension, and the conditions for lifting the SWO. Notwithstanding the foregoing, the CM shall suspend the work or any part thereof when the contractor fails to perform its work in accordance with the contract requirements or that failure to suspend would have an adverse impact on the Project.
- (d) Recommend changes to the contractor's operations if needed to minimize inconvenience to and protect the safety of the public.
- (e) Direct changes to the contractor's operations if needed to comply with local laws or applicable government regulations such as those dealing with environmental protection and historic preservation.
- (f) Promptly reject, orally and in writing, all construction work that does not comply with contract requirements. Require the contractor to immediately remove and replace or correct deficient work.
- (g) Advise the COR if the contractor fails to remove, correct or replace rejected construction work promptly.
- (h) Maintain a list of subcontractors which have been previously approved on the Project to reasonably ensure the contractor's adherence to contractual requirements.
- (i) During the life of the construction contract, prepare and maintain a list of items which remain at variance with contract requirements; to apprise the contractor of items as they are noted and recommend corrective actions, and to make the list of items available to all members of the pre-final and final inspection teams.
- (j) Maintain a master copy of the official list of defects and omissions.
- (k) Ensure that all defects and omissions noted at the time of final inspection have been corrected or completed.
- (l) Schedule, arrange and conduct interim, preliminary, and final inspections of the project with representative of GIAA and other agencies/departments affected by the Project.
- (m) Conduct safety inspections of all construction activities to ensure that the applicable safety measures are strictly adhered to by contractors shall be conducted at all times, including any night and weekend work in accordance with OSHA. If for any reason the CM safety inspection cannot be performed, coordinate and ensure that the contractor's designated safety representative will conduct the inspection instead.
- (n) Conduct weekly reviews of the contractor's red-lined drawings to determine that they are kept up to date and accurate.

2. Quality Assurance and Testing

- (a) Prepare and submit for approval by GIAA a construction management program detailing the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions required by the construction contract documents and specifications. The program shall include as a minimum:
 - i. The name of the person representing GIAA who has overall responsibility for the contract administration for the project and the authority to take necessary actions to comply with the contract.
 - ii. Qualifications of engineering supervision and construction inspection personnel.
 - iii. Enforce all provisions of the contract documents dealing with the quality of workmanship.
 - iv. Obtain contractor certification for all materials as required in the specifications.
 - v. Monitor the contractor's activities to reasonably ensure that all construction work is accomplished according to the contract documents, all applicable codes, and conforms to accepted construction industry standards and practices.

-end-

EXHIBIT A

CM FOR RUNWAY 6L/24R REHABILITATION

PROJECT NO. GIAA-FY18-01-2

PHASE 1 A/B Extension for Jan to May 2022 (Work Order No.5)

1/13/2022

2019_078.000

DURATION	MONTHS	1 FTE SUBTOTAL
Preconstruction	0	0
Construction	4	693
Post Construction	1	173
	5	

BASE FEE ESTIMATE: \$530,046.65

(Base Labor + ODC)

\$530,000.00

CATEGORIES	Direct Rate	165%	15%	5.263%
Principal	\$70.00	\$185.50	\$213.33	\$224.55
Project Manager	\$65.00	\$172.25	\$198.09	\$208.51
Resident Engineer	\$65.00	\$172.25	\$198.09	\$208.51
Senior Inspector/Engineer	\$45.00	\$119.25	\$137.14	\$144.36
Resident Inspector	\$45.00	\$119.25	\$137.14	\$144.36
Document Specialist	\$20.00	\$53.00	\$60.95	\$64.16

LABOR ESTIMATE	Principal	Resident Engineer	Senior Inspector/Engineer	Resident Inspector	Project Manager	Document Specialist	SUBTOTAL
Pre Construction	0%	0%	0%	0%	0%	0%	
	0	0	0	0	0	0	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Phase	5%	100%	100%	100%	15%	100%	
	35	693	693	693	104	693	
	\$7,784.33	\$144,566.13	\$100,084.24	\$100,084.24	\$21,684.92	\$44,481.88	\$418,685.74
Post Construction	5%	100%	100%	50%	15%	100%	
	9	173	173	87	26	173	
	\$1,946.08	\$36,141.53	\$25,021.06	\$12,510.53	\$5,421.23	\$11,120.47	\$92,160.91

Additional Inspectors can be available as needed.

OTHER DIRECT COSTS	Units	Unit Cost	Sets	Subtotal	COMMENTS
Cell Phone	5	\$80.00	3	\$1,200.00	1 cell phones at monthly rate/no land lines
Truck Vehicle	5	\$1,200.00	2	\$12,000.00	Rental/Lease per month (2 vehicles will be allowable for Ph1B)
Vehicle Insurance and Gas	5	\$600.00	2	\$6,000.00	also include insurance in vehicle cost
Total ODC				\$19,200.00	

PROJECT: TERMINAL BUILDING STRUCTURAL UPGRADE AND CONCONCOURSE ISOLATION

Project No: GIAA-FY14-01-1
AIP NO: 3-66-0001-97
Contract: GIAA-17-003 (C)

Supplemental Agreement: 02

In connection with Contract No. GIAA-17-003(C), a construction contract between Black Construction Corporation (Contractor) and Antonio B. Won Pat International Airport Authority, Guam, (Owner), dated January 26, 2017 for the Terminal Building Structural Upgrade and Concourse Isolation Construction, the following supplemental agreement is made in accordance with the Contract Document General Provision, Section 35, Paragraph 35.8:

1. Description and Cost of Supplemental Agreement No. 2:

- a. As a condition of Contract Change Order No. 19, the Contractor's Extended Overhead claim shall be executed as modification to the Contract subject to Owner's availability of funds.
- b. Pursuant to this Supplement Agreement, the amount of \$8,812,530 will be identified by GIAA for the project closure.

Total Amount of the Supplemental Agreement: \$ 8,812,530.00

2. This Supplemental Agreement is only for the items defined above.

3. Conditions:

- a. The aforementioned changes affected thereby are subject to all contract requirements and covenants.
- b. The rights of A.B. Won Pat International Airport Authority, Guam, are not prejudiced.
- c. Duration of this supplemental agreement shall be 0 Calendar Days, with a Contract Completion date of December 31, 2021.

- d. Pursuant to the execution of this Supplemental Agreement, any and all costs relating to any change orders pursuant to Contract Scope of Works are covered or will be covered by the Contractor.
- e. There shall be no additional extended overhead costs by the Contractor.
- f. All claims against A.B. Won Pat International Airport Authority, Guam, which are incidental to, or as a consequence of the aforementioned Supplemental Agreement, are satisfied in their entirety.

4. Justification of Supplement Agreement.

- a. Extra work as submitted by the Contractor as PCOs, covered under this Supplemental Agreement, is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract.

5. Modification to the Contract:

a. Original Contract Amount:	\$ 96,932,000.00
b. Previous Change Orders (CO#01 to #19):	\$ 23,641,777.36
c. Contract Amount prior to Supplemental Agreement:	\$120,573,777.36
d. Amount of Supplemental Agreement No. 1	\$ 7,113,692.70
e. Amount of this Supplement Agreement No. 2	\$ 8,812,530.00
f. Current Revised Contract Amount:	\$136,500,000.06
g. Notice to Proceed Date:	March 01, 2017
h. Original Contract Time:	927 Calendar Days
i. Original Contract Completion Date:	September 13, 2019
j. Change Order No. 7 Contract Time Extension:	325 Calendar Days
k. Change Order No. 13 Contract Time Extension:	60 Calendar Days
l. Change Order No. 17 Contract Time Extension:	60 Calendar Days
m. Change Order No. 18 Contract Time Extension:	45 Calendar Days
n. Change Order No. 19 Contract Time Extension:	350 Calendar Days
o. Contract Time Extension for the Supplemental Agreements	0 Calendar Days
p. Revised Contract Completion Date:	December 31, 2021

In witness thereof, the parties have signed this Supplemental Agreement this ____ day of January 2022.

APPROVED:

**A.B. WON PAT GUAM INTERNATIONAL
AIRPORT AUTHORITY**
(Contracting Officer)

**CONTRACTOR:
BLACK CONSTRUCTION CORP.**

By: _____
John M. Quinata
Executive Manager

By: _____
Leonard K. Kaae
Senior Vice President/General Manager

Date: _____

Date: _____

CERTIFIED FUNDS AVAILABLE:

By: _____
Antoinette Bautista
Certifying Officer, GIAA

Date: _____

WHEREAS, this Grant hereby obligates \$1,268,541 to in-terminal Small Airport Concessions per the ARP Act, and \$317,135 to in-terminal Large Airport Concessions per the ARP Act. The obligations are to provide relief from rent and MAG obligations, as applicable, to each eligible in-terminal airport concession in an amount that reflects each eligible in-terminal airport concession's proportional share of the total amount of the rent and MAG at Antonio B. Won Pat Guam International Airport by legislatively prescribed category (Small or Large Airport Concession), as further defined herein, for relief provided no earlier than March 11, 2021, in accordance with an FAA-approved Concessions Rent Relief Airport Rescue Plan (herein called "the Plan"), until the funds have been fully expended;

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, Section 7102, the representations contained in the Concessions Rent Relief Airport Rescue Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for a Grant, the terms, conditions, and assurances of this Grant Agreement ("Grant Agreement" or "Agreement"); and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant, and in compliance with the conditions and requirements as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% of the allowable concessions rent and MAG relief as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This offer is made on and **SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,585,676, allocated as follows:
 - \$317,135 ARPA Large Concessions KY2022
 - \$1,268,541 ARPA Small Concessions KZ2022
2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this Grant and is the date signed by the last Sponsor signatory to the Grant Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The Budget Period for this Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
- c. Closeout and Termination.
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (payoff) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340 or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Reimbursable Rent Relief.** The Sponsor shall not seek reimbursement for any concessions rent and MAG relief that the FAA has determined to be unallowable under the ARP Act.
 4. **Final Federal Share of Reimbursable Rent Relief.** The United States' share of allowable Grant concessions rent relief is 100%.
 5. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and provide the concessions rent and MAG relief without undue delays and in accordance with this Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from the project eligible under the Grant that exceeds three months or a 25% reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Agreement and any addendum that may be attached hereto at a later date by mutual consent.
 6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
 7. **Offer Expiration Date.** This Offer will expire and the United States will not be obligated to pay any part of the costs unless this Offer has been accepted by the Sponsor on or before January 27, 2022, or such subsequent date as may be prescribed in writing by the FAA.
 8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or relate to, this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all concessions rent and MAG relief provided under this Grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
15. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.
16. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
 - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

17. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Grant.

18. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under this Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant Agreement to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - A. Associated with performance under this Grant Agreement; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition during this Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Grant Agreement.

19. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a2. of this condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.

3. **Submission of Complaint** — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this section may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. **Time Limitation for Submittal of a Complaint** — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. **Required Actions of the Inspector General** — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
20. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.
 21. **Face Coverings Policy.** The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#) is no longer effective.
 22. **Small and Large Concessions Rent Relief Set-Asides.** The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Small Airport Concessions, per the Act, in the amount listed in condition 1 above, and for the Sponsor to provide relief from rent and MAG to eligible in-terminal Large Airport Concessions, per the Act, in the amount listed in condition 1 above. The Sponsor shall provide relief from rent and MAG from March 11, 2021, until the Sponsor has provided relief equaling the total grant amount, to the extent practicable and to the extent permissible under State laws, local laws, and applicable trust indentures.
 23. **Concessions Rent Relief Airport Rescue Plan.** The Sponsor agrees to submit to the FAA a Concessions Rent Relief Airport Rescue Plan ("the Plan") identifying the in-terminal Small and Large Airport Concessions, as defined in 49 CFR § 23.3, eligible to receive proportional funding under this Grant, in accordance with the ARP Act. The Sponsor agrees that the FAA will reimburse the Sponsor after the FAA accepts the Plan submitted by the Sponsor. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.
 24. **Small Airport Concessions Rent Relief Set-Aside.** The Sponsor's Plan must specify relief from rent and MAG obligations to eligible in-terminal Small Airport Concession, meaning a small concession business with gross receipts, averaged over the previous three fiscal years, of less than \$56,420,000; or joint ventures as defined in 49 CFR § 23.3. The Sponsor agrees that relief provided to eligible in-terminal Small Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.
 25. **Large Airport Concessions Rent Relief Set-Aside.** The Sponsor's Plan must specify relief from rent and MAG obligations to eligible in-terminal Large Airport Concessions, meaning a concession as defined in 49 CFR § 23.3, that has gross receipts, averaged over the previous three fiscal years, of

more than \$56,420,000. The Sponsor agrees that relief provided to eligible in-terminal Large Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.

26. **Adjustments to Proportionality among Airport Concessions.**

- a. **Adjustments to Proportionality among Airport Concessions Set-Aside.** The Sponsor agrees that the FAA may approve reimbursement under the Act for rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected during a baseline time-period. Adjustments from this proportionality amongst Airport Concessions within a respective Small or Large Concession Set-Aside are limited; must be supported by evidence and specific circumstances; and must be approved by the FAA prior to reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.
- b. **Adjustments between Small and Large Concession Set-Asides.** The Sponsor agrees that the FAA may approve reimbursement under the Act for concessions rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected during a baseline time-period. Adjustments from this proportionality between Small and Large Concession Set-Asides are limited, must be supported by evidence and specific circumstances, and must be approved by the FAA prior to reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with ARP Act.

27. **Sponsor Certification of Reimbursement Request.** To be reimbursed, the Sponsor shall provide the FAA with the Plan, and reporting data as requested, in lieu of invoices, and shall certify all information submitted is true and correct. The Sponsor may not use funds allocated herein for other airport purposes.

28. **Concession's Certification of Relief Funds.** Each airport concession to be provided relief with Grant funds shall certify to the Sponsor, prior to the Sponsor submitting a Plan, it has not and will not apply for other Federal assistance for the purpose of receiving rent and MAG relief on or after March 11, 2021.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and acceptance shall comprise a Grant, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the purpose of the ARP Act and compliance with the conditions as provided herein. Further, this Grant, inclusive of all terms, conditions, and assurances provided there, and become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated January 4, 2022

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



Carlos H. Salas (Jan 4, 2022 10:13 HST)

(Signature)

Carlos H. Salas

(Typed Name)

Acting Manager

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated January 5, 2022

Guam International Airport Authority

(Name of Sponsor)



(Signature of Sponsor's Designative Official/Representative)

By: John Quinata

(Type Name of Sponsor's Designative Official/Representative)

Title: Executive Manager

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Anita P. Arriola, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Guam. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for concessions and MAG Relief. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at January 5, 2022

By: Anita P. Arriola
Anita P. Arriola (Jan 5, 2022 09:46 GMT+10)
(Signature of Sponsor's Attorney)



EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

January 31, 2022

- T'way decreases from 4x weekly to 1x monthly in January, cancelled that 1x operation and only two services for whole month of February

Airline Discussion(s):

The following airlines have entered into preliminary discussions with GIAA for services to Guam, with intention for charter service, and/or eventual scheduled flights:

Inter-island Commuter Services

A preliminary site visit and discussion was held with a regional commuter service provider operating out of Florida. Their intended base of operations is in the CNMI, providing inter island service between Guam and the CNMI islands utilizing light aircraft with a maximum capacity of 9 passengers.

JAL Continuing Suspension of Services to NRT

JAL announced continued suspension of its Guam service through March 26, 2022.

Philippine Government Announces Re-Opening to Foreign Nationals

Effective February 10, 2022, foreign nationals will be allowed to enter the Philippines upon presentation of 1) record(s) of full vaccination from a WHO approved vaccine- FDA vaccines are incorporated; and 2) negative result from a RT-PCR test taken within 48 hours prior to departure from the country of origin. Unvaccinated foreign nationals may enter with a negative RT-PCR test result taken within 48 hours of departure from origination and will undergo facility-based quarantine until the release of their negative RT-PCR test taken on the 5th day, followed by home or rented lodging quarantine until the 14th day of their arrival.

MASTER PLAN UPDATE

AECOMM and EM Chen & Associates are scheduled for in-person discussion and physical site inspections in developing the airport's blueprint for long-term development during the weeks of February 21 and February 28, 2022.

REGULATORY UPDATES

FAA UDO Review

GIAA will hold its monthly UDO meeting with the FAA on February 3, 2022, to brief and discuss status of the various CIP projects and funding.

EXECUTIVE ORDERS & LEGISLATIVE UPDATES

EXECUTIVE Order No. 2022-01 Relative to Establishing a Law Enforcement Officer Pay Scale within the Competitive Wage Act Pay Plan issued January 18, 2022 establishes a LEO Pay Plan, which applies an 18% pay increase to law enforcement officers, which include the Airport Police and the Aircraft Rescue and Fire Fighting unit, effective January 30, 2022.

EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

January 31, 2022

DPHSS Guidance Memorandum 2020-11 Rev 14 (Amendment 01) This Executive Order amends requirements for screening and processing of passengers arriving from a foreign country. Effective January 16, 2021, only Honolulu, island Hopper Flights, CNMI, and Narita arrivals will be vetted by DPHSS. All foreign arrivals will not be required to fill out and submit DPHSS Health Declaration as the USCDC had issued orders requiring foreign passengers to be fully vaccinated and present a negative test result taken within one day of travel.

DPHSS Guidance Memorandum 2021-16 Rev 01 (Amendment 01) issued January 18, clarifies clearance from isolation and Quarantine.

DPHSS Guidance Memorandum 2021-16 Rev01 issued January 9, 2022 provides updates of actions to take if an individual becomes exposed to a confirmed COVID-19 case, in regard to close contact, testing, isolation and quarantine.

PROCUREMENT UPDATES:

None at this time.

AGENCY APPOINTMENTS

- An Un Dangkulu Na Si Yu'us Ma'ase to **Zenon E. Belanger**, for his service as a member of the Guam International Airport Authority Board of Directors and his leadership in reviewing many of the Capital Improvement Program projects, which he saw all the way through to the completion and ribbon cutting of the International Arrivals Corridor. We wish him well in his new role as Chief Engineer with the Department of Public Works.
- **Jesse G. Garcia** has been appointed to the GIAA Board of Directors to fill the unexpired term of Zenon E. Belanger. Appointment documents have been referred to Senator Amanda Shelton, Chair of the Legislative Committee on Transportation. The Board will be advised of confirmation hearing when scheduled.
- **Ann Bautista** has been appointed Acting Comptroller, effective January 17, 2021.

ANNOUNCEMENTS:

- Congratulations to Deputy Executive Manager Artemio "Ricky" Hernandez, Ph.D., who attained the prestigious "International Airport Professional" (**IAP credential**), after successful completion of the Global ACI-ICAO Airport Management Professional Accreditation Program. His certification was presented to him at the ACI World Annual General Assembly Conference on November 24, 2021. He also attained **CPPO designation** from the Universal Public Procurement Certification Council (UPPCC), the very first CPPO from the island of Guam by the UPPCC and joins over 3,000 CPPOs from throughout 8 countries, 10 provinces and territories in Canada, and 52 states and territories of the United States.
- Airport Week 2022 activities were a great start to the new year and brought recognition to the Airport for its contributions to the community upon its 46th Anniversary. An "Un

EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

January 31, 2022

Dangkulu Na Si Yu'us Ma'ase to the entire Airport Week 2022 committee who successfully and professionally executed the Proclamation Signing, the IAC Ribbon Cutting event, Airport Week Softball Tournament, Airport Week Family Mass, FOD Walk, the 1st Annual Edward A.P. Muna Golf Tournament, and the Tenant Appreciation and Employee Recognition Program.

- Congratulations to our valued employees, nominees and winners who were recognized in several categories as part of the Employee Recognition Program:
 - **Spirit Award** – Keoni Garrido, Fire Fighter I (Aircraft Rescue & Fire Fighting Division)
 - **Integrity Award** – Stacy Quintanilla, Clerk III (Administration Division)
 - **Employee of the Year Award** – Jenielle Meno, Administrative Assistant (Administration Division – Procurement Section)
 - **Supervisor of the Year Award** – Lt. Kenneth Quenga, Airport Police Supervisor (Airport Police Division)
 - **Manager of the Year Award** – Raymond T.Q. Quintanilla, Airport Operations Superintendent (Airport Operations Division)
 - **Division of the Year Award** – Administration Division led by Airport Services Manager, Jean M. Arriola
 - **Executive Managers Award** – was awarded to an individual and a division
 - Jessica Fujikawa, Clerk III (Properties & Facilities Division)
 - Airport Police Division led by Airport Police Chief Vincent M. Naputi

Year-to-date Total Signatory Revenues for the month ending December 31, 2021 are below Budgeted revenues by **58.8%**. Signatory revenue estimates are based on projections submitted by Signatory airlines and adopted in the annual budget.

Year-to-date Total Concession Revenues are **65.5%** below budget while Passenger Facility Charges are below the budget estimate by **79.0%**.

Year-to-date Total Other Revenues, inclusive of non-signatory and non-airlines revenues, are below the budget estimate by **23.0%**.

Year-to-date Total Operating Revenues actual of **\$6.4M** is **52.8%** below the budget estimate of **\$13.5M**.

Year-to-date Total Operating Expenses are below budget by **20.7%**. Components of this line item include a **18.7%** decrease in Personnel Service, a **22.7%** decrease in Contractual Services, a **25.8%** decrease in Materials & Supplies and a **100.0%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories.

The actual year-to-date Net Revenues from Operations of **\$-2.7M** represents a **228.5%** decrease over the year-to-date budgeted amount of **\$2.1M**.

Finally, our year-to-date results for Debt Service Coverage is at **0.35** versus the requirement of **1.25**.

Should you have any questions, please contact me at your convenience.

Attachments

Cc: Board of Directors
Executive Manager
Deputy Executive Manager
Airport Services Manager

GUAM INTERNATIONAL AIRPORT AUTHORITY
KEY OPERATING RESULTS (\$000's)
As of December 31, 2021

	CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
	Actual FY2021	Budget FY2022	Actual FY2022	%Var Bud Vs Act'l		Actual FY2021	Budget FY2022	Actual FY2022	%Var Bud Vs Act'l	Actual/Est	%Var Bud Vs Act'l
I. Signatory Airline Rents & Fees											
Terminal Bldg Rentals	232.9	204.7	204.7	0.0%	2,456.8	698.8	614.2	614.2	0.0%	2,456.8	0.0%
Departure Fees	45.6	494.6	135.8	-72.5%	7,099.4	108.8	1,317.4	334.6	-74.6%	6,116.7	-13.8%
Arrival Fees	23.0	371.2	80.7	-78.3%	5,322.8	61.8	989.6	210.8	-78.7%	4,544.0	-14.6%
Immigration Inspection Fees	3.9	144.0	15.2	-89.5%	2,090.4	10.7	384.1	46.2	-88.0%	1,752.4	-16.2%
Common Use Ticket Counter Fees	0.8	52.4	4.1	-92.2%	704.3	1.6	145.4	11.0	-92.4%	569.8	-19.1%
Loading Bridge Use Fees	138.3	256.1	89.2	-65.2%	3,112.5	382.4	676.3	260.4	-61.5%	2,696.6	-13.4%
Apron Use Fees	32.9	239.6	143.1	-40.3%	2,907.3	86.1	658.2	440.4	-33.1%	2,689.5	-7.5%
Landing Fees	102.6	91.1	51.8	0.0%	1,105.1	280.1	250.2	157.3	-37.1%	1,012.2	0.0%
Total Signatory Revenue	580.1	1,853.5	724.6	-60.9%	24,798.7	1,630.3	5,035.5	2,075.0	-58.8%	21,838.2	-11.9%
Enplaned Signatory Pax	7,882	83,033	21,093	-74.6%	1,191,858	18,797	221,162	56,142	-74.6%	1,026,839	-13.8%
Cost per Enplaned Pax	\$73.60	\$22.32	\$34.35	53.9%	\$20.81	\$86.73	\$22.77	\$36.96	62.3%	\$21.27	2.2%
Revenues from Sources other than Signatory Airlines Rents & Fees											
Concession Revenues											
Gen Mdse	368.4	1,237.9	-1,344.9	-208.7%	14,854.3	1,105.3	3,713.6	1,130.8	-69.6%	12,271.5	-17.4%
In-flight Catering	21.7	39.2	23.4	-40.3%	563.0	62.8	104.5	74.8	-28.4%	533.4	-5.3%
Food & Beverage	7.5	47.7	8.2	-82.8%	685.3	18.3	127.2	58.8	-53.8%	616.9	-10.0%
Rental Cars	20.7	70.6	37.3	-47.2%	869.7	55.6	211.9	159.7	-24.6%	817.5	-6.0%
Other Concession Rev	9.3	24.0	10.4	-56.8%	392.7	35.6	66.3	32.4	-51.1%	358.9	-8.6%
Total Concession Revenues	427.7	1,419.5	-1,265.6	-189.2%	17,365.0	1,277.6	4,223.4	1,456.6	-65.5%	14,598.2	-15.9%
Passenger Facility Charges	31.3	291.6	74.4	-74.5%	4,185.8	72.9	776.7	163.4	-79.0%	3,572.5	-14.7%
Other Revenue	932.6	1,183.4	893.2	-24.5%	14,534.7	3,288.9	3,490.5	2,686.3	-23.0%	13,730.6	-5.5%
Total Operating Revenue	1,971.7	4,748.0	426.6	-91.0%	60,884.2	6,269.8	13,526.0	6,381.3	-52.8%	53,739.4	-11.7%
II. Operating Expenses:											
Personnel Services	1,719.0	2,569.3	1,642.4	-36.1%	22,267.3	5,024.4	5,995.1	4,872.8	-18.7%	21,145.1	-5.0%
Contractual Services	1,064.5	1,805.8	1,513.3	-16.2%	22,669.5	3,672.0	5,278.5	4,080.7	-22.7%	21,471.7	-5.3%
Materials & Supplies	47.8	42.6	70.8	66.3%	1,804.3	75.5	150.3	111.5	-25.8%	1,765.5	-2.2%
Equipment/Furnishings	0.0	13.4	0.0	0.0%	582.5	0.0	13.4	0.0	-100.0%	569.1	-2.3%
Total Operating Expenses	2,831.4	4,431.1	3,226.4	-27.2%	47,323.5	8,771.8	11,437.2	9,065.0	-20.7%	44,951.3	-5.0%
Net income from Operations	-859.7	316.9	-2,799.8	-983.5%	13,560.7	-2,502.0	2,088.8	-2,683.8	-228.5%	8,788.1	-35.2%

GUAM INTERNATIONAL AIRPORT AUTHORITY
KEY OPERATING RESULTS (\$000's)
As of December 31, 2021

	CURRENT MONTH				Budget Full Year	YEAR - TO - DATE				FULL YEAR FORECAST	
	Actual FY2021	Budget FY2022	Actual FY2022	%Var Bud Vs Act'l		Actual FY2021	Budget FY2022	Actual FY2022	%Var Bud Vs Act'l	Actual/Est	%Var Bud Vs Act'l
III. Other Revenues and Expenses											
Less: Non-operating /Non-recurring Expense (Post Employment/Emergency)	62.9	0.0	62.6	#DIV/0!	800.0	190.3	520.0	187.7	-63.9%	467.7	-41.5%
Add: Interest on Investments	84.2	54.0	39.5	-26.9%	648.3	169.4	162.1	122.1	-24.7%	608.3	-6.2%
Net Revenues	-838.5	370.9	-2,822.9	-861.0%	13,409.0	-2,522.9	1,730.9	-2,749.4	-1.9	8,928.7	-33.4%
Add: Other sources of Funds (Federal Reimb)	3,760.7	2,621.1	1,037.2	0.0%	8,163.3	6,091.5	7,863.3	2,954.0	-1.6	3,254.0	-60.1%
Add: Other available moneys	286.5	168.2	168.2	0.0%	2,018.6	859.6	504.6	504.6	0.0%	2,018.6	0.0%
Net Revenues and Other Available Moneys	3,208.7	3,160.2	-1,617.5	-151.2%	23,590.8	4,428.2	10,098.8	709.3	-93.0%	14,201.3	-39.8%
Debt Service payments	1,276.8	672.9	672.9	0.0%	8,074.2	3,130.2	2,018.6	2,018.6	0.0%	8,074.2	0.0%
Debt Service Coverage	2.51	4.70	-2.40	-151.2%	2.92	1.41	5.00	0.35	-93.0%	1.76	-39.8%